

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

RODNEY WARRENFELTZ,)	
)	
Plaintiff,)	
)	
v.)	Case No. 17-CV-428-GKF-FHM
)	
HOGAN ASSESSMENT SYSTEMS, INC.,)	
)	
Defendant.)	

ORDER

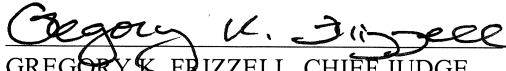
Before the court is the Motion to Strike Punitive Damages Claim [Doc. #33] of defendant Hogan Assessment Systems, Inc.

Under Oklahoma law, “[t]he plea for punitive damages rests on the underlying claim, and if there is no recovery on the underlying claim, there can be no recovery of punitive damages.” *Rodebush ex rel. Rodebush v. Okla. Nursing Homes, Ltd.*, 867 P.2d 1241, 1247 (Okla. 1993). The Oklahoma punitive damages statute limits the imposition of punitive damages to “action[s] for the breach of an obligation not arising from contract” 23 O.S. § 9.1. Thus, “a breach of contract alone cannot support an award of punitive damages.” *Zenith Drilling Corp. v. Internorth, Inc.*, 869 F.2d 560, 565 (10th Cir. 1989) (Oklahoma law).

Pursuant to this court’s order of March 29, 2018, only a breach of contract claim remains in this case. *See* [Doc. #55]. Because a breach of contract claim alone cannot support an award of punitive damages under Oklahoma law, plaintiff’s claim for punitive damages is stricken.

WHEREFORE, Defendant Hogan Assessment Systems, Inc.'s Motion to Strike Punitive Damages Claim [Doc. #33] is granted.

DATED this 29th day of March, 2018.


GREGORY K. BRIZZELL, CHIEF JUDGE